		NTRACT/ORDER I		-	TEMS		QUISITIO	N NO. <b>hed schedules</b>	PAGE 1 OF15	
2. CONTRACT NO.	OFFEROR I	O COMPLETE BLOCI 3. AWARD/EFFECTIVE DA		24, & 30 DER NO.			LICITATIO		6. SOLICITATIO	N ISSUE DATE
							561300		13 Sep 00	
7. FOR SOLICITA	_	a. NAME SSGT TODD E. WRIGI	HT (todd.wright	@fairchild.a	f.mil)		LEPHONE ) <b>247-2</b> 2	NO. (No collect calls)		DATE/LOCAL TIME , <b>4:00 p.m.</b>
9. ISSUED BY		CODE	FA4620		QUISITION IS			VERY FOR FOB	12. DISCOUNT	TERMS
92CONS/LGCA					DE: <b>100</b> % FOF	₹	BLOCK I	ATION UNLESS S MARKED SCHEDULE		
110 W. ENT ST	STE 200				L BUSINESS ALL DISADV.	-		THIS CONTRACT IS	A RATED ORDEI	
	•	1.0402			SINESS	-	13b. RA	UNDER DPAS		
FAIRCHILD AF	•			_ ` `		-				
247-2163 (mikel	.giibert@fairc	niid.ar.mii)		SIC: 4959 SIZE STD:	\$5.0 Million			HOD OF SOLICITATION IFB		
15. DELIVER TO 92CES/CEOE		CODE	F7CE36	16. ADMINI	STERED BY				CODE	
110 W ENT ST., \$				SEE BLO	OCK 9					
FAIRCHILD AFB,	WA 99011	FACILITY		190 DAVM	ENT WILL BE M	IADE DI	,		CODE	F70000
OFFEROR	<u> </u>	CODE		MRK FO		IADE D	•		CODE	F72300
					B/FPA 1111 RNARDINO,		-	ET		
		TANCE IS DIFFEREN N OFFER (Page 2)	IT AND PUT		_			RESS SHOWN II		
19.		20.			21.		22.	23.		24.
ITEM NO.	SC	CHEDULE OF SUPPL	IES/SERVICES	S	QUANTI	TY	UNIT	UNIT PRICE	<u> </u>	MOUNT
		(Attach Additional Sheets	as Necessary)							
25. ACCOUNTING	and appropri	ATION DATA						26. TOTAL AWARD	AMOUNT (For	Govt. Use Only)
X 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA X ARE ARE NOT ATTACHED.  27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE NOT ATTACHED.  28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					CHED. OFFER DATED ATION (BLOCK 5),					
30a. SIGNATURE C	OF OFFEROR/CO	ONTRACTOR		3	1a. UNITED ST	ATES C	F AMERI	CA (SIGNATURE OF	CONTRACTING (	DFFICER)
30b. NAME AND TI	TLE OF SIGNER	(TYPE OR PRINT)	30c. DATE SIGN					OFFICER (TYPE/PRINT	7) 31c. DAT	E SIGNED
32a. QUANTITY IN COL	UMN 21 HAS BEEN	ı		1	MICHAEL F 3. SHIP NUMBI			. VOUCHER NUMBE	R 35. AMO	UNT VERIFIED
□ RECEIVED	☐ INSPE		AND CONFORMS TO T	HE						RRECT FOR
<b>-</b> NEGENES		<b>2</b> community.		F	PARTIAL [ 6. PAYMENT	_ FINA	AL.		37. CHE	CK NUMBER
32b. SIGNATURE OF AL	JTHORIZED GOVT I	REPRESENTATIVE	32c. DATE		COMPLETE	[	PART	IAL   FINAL		
				3	8. S/R ACCOU	NT NO.	39	. S/R VOUCHER NO.	40. PAID	BY
			4	2a. RECEIVED	BY (Pr	rint)				
		NT IS CORRECT AND F								
41b. SIGNATURE A	ND TITLE OF C	ERTIFYING OFFICER	41c. DATE	4	2b. RECEIVED	AT (Lo	cation)			
				4	2c. DATE RECD	(YY/MM/	(DD) 42	d. TOTAL CONTAINE	RS	
				1_						

Solicitation Number F45613-00-Q-0079 Contract Number Page 2 of 15

<b>T</b>	•	• . •		r 1	
Req	1111	:1f1 <i>C</i>	nn N	lum	her:
1104	uli	n	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	ulli	ocı.

Parking Lots Main Base: F7CE3600950600

Community Areas, Facility Sidewalks, Geiger Housing Streets: F7CE3600950700

CONTINUATION TO SF 1449 BLOCK 17b

# REMITTANCE ADDRESS

Prospective offerors should indicate in the space provided below the address to which	
payment should be mailed if such address is different from that shown in Block 17a of	of
the SF 1449.	

Company Name		
Street Address		
City, State, Zip Code	 	

# **BASE YEAR, 1 NOV 00 - 30 SEP 01**

		ESTIMATED	UNIT OF	UNIT	EST. EXTENDED
<u>CLIN</u>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<u>ISSUE</u>	<b>PRICE</b>	AMOUNT
0001	Snow Removal-Parking Lots				
0001AA	Commissary Parking Lot	21	EA		
0001AB	Base Exchange Parking Lot	21	EA		
0001AC	Bldg 2249, Base Gym	21	EA		
0001AD	Bldg 2248, Horseshoe	21	EA		
0001AE	Bldg 2071, Security Police	21	EA		
0001AF	Bldg 2140, Command Post	21	EA		
0001AG	Bldg 2097, Squad Ops	21	EA		
0001AH	Bldg 2005, Squad Ops	21	EA		
0001AJ	Bldg 2500, Child Development Ctr.	21	EA		
0001AK	Bldg 2060, Operations Support Squadron	21	EA		
0001AL	Bldg 2007, Squad Ops	21	EA		
0001AM	Bldg 2451, Civil Engineering	21	EA		
0001AN	Bldg 2380, Education Center	21	EA		
0001AP	Bldg 2090, Squad Ops	21	EA		
0001AQ	Bldg 2190, Military Family Housing Office	21	EA		
0002	Snow Removal-Geiger Housing Streets	21	JB _		
0003	Snow Removal-Facility Sidewalks	21	JB _		
0004	Snow Removal-Community Areas				
0004AA	Geiger Heights	21	JB _		
0004AB	Main Base	21	JB _		

BASE YEAR ESTIMATED TOTAL

# FIRST OPTION YEAR, 1 OCT 01 - 30 SEP 02

		ESTIMATED	UNIT OF	UNIT	EST. EXTENDED
<u>CLIN</u>	<u>DESCRIPTION</u>	<b>QUANTITY</b>	<u>ISSUE</u>	<b>PRICE</b>	AMOUNT
0005	Snow Removal-Parking Lots				
0005AA	Commissary Parking Lot	21	EA		
0005AB	Base Exchange Parking Lot	21	EA		
0005AC	Bldg 2249, Base Gym	21	EA		
0005AD	Bldg 2248, Horseshoe	21	EA		
0005AE	Bldg 2071, Security Police	21	EA		
0005AF	Bldg 2140, Command Post	21	EA		
0005AG	Bldg 2097, Squad Ops	21	EA		
0005AH	Bldg 2005, Squad Ops	21	EA		
0005AJ	Bldg 2500, Child Development Ctr.	21	EA		
0005AK	Bldg 2060, Operations Support Squadron	21	EA		
0005AL	Bldg 2007, Squad Ops	21	EA		
0005AM	Bldg 2451, Civil Engineering	21	EA		
0005AN	Bldg 2380, Education Center	21	EA		
0005AP	Bldg 2090, Squad Ops	21	EA		
0005AQ	Bldg 2190, Military Family Housing Office	21	EA		
0006	Snow Removal-Geiger Housing Streets	21	JB _		
0007	Snow Removal-Facility Sidewalks	21	JB _		
0008	Snow Removal-Community Areas				
0008AA	Geiger Heights	21	JB _		
0008AB	Main Base	21	JB		

FIRST OPTION YEAR ESTIMATED TOTAL

### SECOND OPTION YEAR, 1 OCT 02 - 30 SEP 03

		ESTIMATED	UNIT OF	UNIT	EST. EXTENDED
CLIN	<u>DESCRIPTION</u>	<b>QUANTITY</b>	<u>ISSUE</u>	PRICE	AMOUNT
0009	Snow Removal-Parking Lots				
0009AA	Commissary Parking Lot	21	EA		
0009AB	Base Exchange Parking Lot	21	EA _		
0009AC	Bldg 2249, Base Gym	21	EA _		
0009AD	Bldg 2248, Horseshoe	21	EA _		
0009AE	Bldg 2071, Security Police	21	EA _		
0009AF	Bldg 2140, Command Post	21	EA		
0009AG	Bldg 2097, Squad Ops	21	EA		
0009AH	Bldg 2005, Squad Ops	21	EA		
0009AJ	Bldg 2500, Child Development Ctr.	21	EA _		
0009AK	Bldg 2060, Operations Support Squadron	21	EA		
0009AL	Bldg 2007, Squad Ops	21	EA _		
0009AM	Bldg 2451, Civil Engineering	21	EA		
0009AN	Bldg 2380, Education Center	21	EA _		
0009AP	Bldg 2090, Squad Ops	21	EA		
0009AQ	Bldg 2190, Military Family Housing Office	21	EA		
0010	Snow Removal-Geiger Housing Streets	21	JB _		
0011	Snow Removal-Facility Sidewalks	21	JB _		
0012	Snow Removal-Community Areas				
0012AA	Geiger Heights	21	JB _		
0012AB	Main Base	21	JB _		
			_		

SECOND OPTION YEAR ESTIMATED TOTAL

### THIRD OPTION YEAR, 1 OCT 03 - 30 SEP 04

		ESTIMATED	UNIT OF	UNIT	EST. EXTENDED
<u>CLIN</u>	<u>DESCRIPTION</u>	<b>QUANTITY</b>	<u>ISSUE</u>	<u>PRICE</u>	AMOUNT
0013	Snow Removal-Parking Lots				
0013AA	Commissary Parking Lot	21	EA		
0013AB	Base Exchange Parking Lot	21	EA		
0013AC	Bldg 2249, Base Gym	21	EA		
0013AD	Bldg 2248, Horseshoe	21	EA		
0013AE	Bldg 2071, Security Police	21	EA		
0013AF	Bldg 2140, Command Post	21	EA		
0013AG	Bldg 2097, Squad Ops	21	EA		
0013AH	Bldg 2005, Squad Ops	21	EA		
0013AJ	Bldg 2500, Child Development Ctr.	21	EA		
0013AK	Bldg 2060, Operations Support Squadron	21	EA		
0013AL	Bldg 2007, Squad Ops	21	EA		
0013AM	Bldg 2451, Civil Engineering	21	EA		
0013AN	Bldg 2380, Education Center	21	EA		
0013AP	Bldg 2090, Squad Ops	21	EA		
0013AQ	Bldg 2190, Military Family Housing Office	21	EA		
0014	Snow Removal-Geiger Housing Streets	21	ЈВ _		
0015	Snow Removal-Facility Sidewalks	21	JB _		
0016	Snow Removal-Community Areas				
0016AA	Geiger Heights	21	JB _		
0016AB	Main Base	21	JB _		

THIRD OPTION YEAR ESTIMATED TOTAL

### FOURTH OPTION YEAR, 1 OCT 04 - 30 SEP 05

		ESTIMATED	UNIT OF	UNIT	EST. EXTENDED
<u>CLIN</u>	<u>DESCRIPTION</u>	<b>QUANTITY</b>	<u>ISSUE</u>	<u>PRICE</u>	AMOUNT
0017	Snow Removal-Parking Lots				
0017AA	Commissary Parking Lot	21	EA		
0017AB	Base Exchange Parking Lot	21	EA		
0017AC	Bldg 2249, Base Gym	21	EA		
0017AD	Bldg 2248, Horseshoe	21	EA		
0017AE	Bldg 2071, Security Police	21	EA		
0017AF	Bldg 2140, Command Post	21	EA		
0017AG	Bldg 2097, Squad Ops	21	EA		
0017AH	Bldg 2005, Squad Ops	21	EA		
0017AJ	Bldg 2500, Child Development Ctr.	21	EA		
0017AK	Bldg 2060, Operations Support Squadron	21	EA	_	
0017AL	Bldg 2007, Squad Ops	21	EA	_	
0017AM	Bldg 2451, Civil Engineering	21	EA		
0017AN	Bldg 2380, Education Center	21	EA		
0017AP	Bldg 2090, Squad Ops	21	EA	_	
0017AQ	Bldg 2190, Military Family Housing Office	21	EA		
0018	Snow Removal-Geiger Housing Streets	21	JB		
0019	Snow Removal-Facility Sidewalks	21	JB _		
0020	Snow Removal-Community Areas				
0020AA	Geiger Heights	21	JB		
0020AB	Main Base	21	JB		

FOURTH OPTION YEAR ESTIMATED TOTAL

### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil/

#### **CLAUSES INCORPORATED BY REFERENCE:**

52.203-12	Limitation On Payments To Influence Certain Federal	JUN 1997
	Transactions	
52.209-6	Protecting the Government's Interest When Subcontracting With	JUL 1995
	Contractors Debarred, Suspended, or Proposed for Debarment	
52.219-6	Notice of Total Small Business Set-Aside	JUL 1996
52.232.18	Availability of Funds	APR 1984
252.204-7004	Required Central Contractor Registration	MAR 2000
5352.223-9001	Health and Safety on Government Installations	JUN 1997
5352.242-9000	Contractor Access to Air Force Installations	MAY 1996

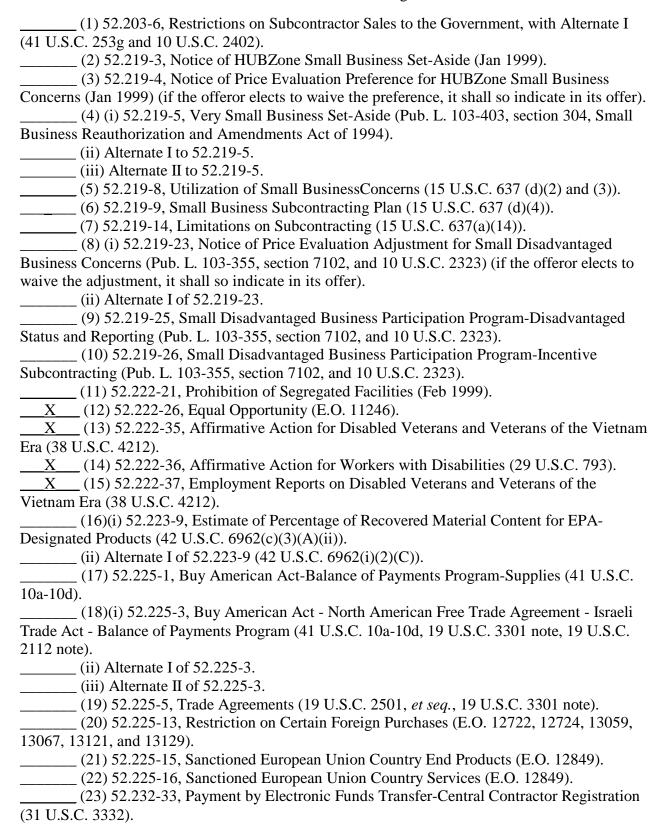
### **CLAUSES INCORPORATED BY FULL TEXT:**

# 52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (AUG 2000)

- (a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:
- (1) 52.222-3, Convict Labor (E.O. 11755);
- (2) 52.233-3, Protest after Award (31 U.S.C 3553).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer shall check as appropriate.]

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(24) 52.232-34, Payment by Elec	etronic Funds Tr	ansfer-Other	Than Central Cont	ractor
Registration (31 U.S.C. 3332).				
(25) 52.232-36, Payment by Thir				
(26) 52.239-1, Privacy or Securit				
(27) (i) 52.247-64, Preference fo	r Privately Own	ed U.SFlag	Commercial Vesse	ls (46
U.S.C. 1241).				
(ii) Alternate I of 52.247-64.				
(c) The Contractor shall comply with the I commercial services, which the Contracting contract by reference to implement provise acquisitions of commercial items or comp [Contracting Officer check as appropriate  X (1) 52.222-41, Service Contract X (2) 52.222-42, Statement of Equ. U.S.C. 351, et seq.).	ng Officer has in ions of law or exponents: [2.] Act of 1965, As	ndicated as b xecutive orde Amended (4	peing incorporated in ers applicable to	<i>q</i> .).
EMPLOYEE CLASS	MONETARY	/ WAGE_ER	INGE BENEFITS	
Emi LOTEE CLASS  Engineering Equipment Operator	WG-5716-8			
Laborer	WG-3502-2			
(3) 52.222-43, Fair Labor Standa	ords Act and Ser	vice Contract	t Act Price Adius	tment
(Multiple Year and Option Contracts) (29			2	,IIIOIIt
(4) 52.222-44, Fair Labor Standa			_	tment
(29 U.S.C. 206 and 41 U.S.C. 351, et seq.)		vice Contrac	trice riajus	tillelit
(25 6.5.6. 266 that 17 6.5.6. 351, 61 seq.)		e Renefits A	nnlicable to Succes	sor
Contract Pursuant to Predecessor Contract				301
U.S.C. 351, et seq.).	of Concenve Be	ugummg 11g	reement (CD/I) (41	
(c) 52 222 50 N I' I	CO 1'C' 1W	1 (F	· 0 1 12022)	
(6) 52.222-50, Nondisplacement	of Qualified W	orkers (Exec	utive Order 12933).	
(d) Comptroller Conoral Examination of I	Pacard The Con	tractor chall	comply with the	

- (d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components --
- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

### **52.216-18 – ORDERING (OCT 1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 Nov 00 through 30 Sep 01.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### **52.216-19 -- ORDER LIMITATIONS (OCT 1995)**

- (a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than \$500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor --
- (1) Any order for a single item in excess of \$4,000.00;
- (2) Any order for a combination of items in excess of \$15,000.00; or
- (3) A series of orders from the same ordering office within  $\underline{3}$  days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### **52.216-21 – REQUIREMENTS (OCT 1995)**

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 Sep 2001.

### 52.217-8 -- OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the contract expires.

### 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed <u>5 years</u>.

### 52.228-5, Insurance Work on Government Installation (JAN 1997)

REQUIRED INSURANCE: The contractor shall, at its own expense, procure and thereafter maintain the following kinds of insurance with respect to performance under this contract.

a. The Contractor shall comply with all applicable Federal and State worker's compensation and occupational disease statutes. Employer's liability coverage, extending to cover liability for accidental bodily injury or death and for occupational diseases, with a minimum liability limit of \$100,00.00, shall be required, except in States with exclusive or monopolistic funds that do not permit such coverage to be written by private carriers.

b. General Liability Insurance: Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence shall be required on the comprehensive form of policy.

Automobile Liability Insurance: This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage shall be required.

# 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2000)

The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

X	252.205-7000	Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
	252.206-7000	Domestic Source Restriction (10 U.S.C. 2304).
	252.219-7003	
		Business Subcontracting Plan (DOD Contracts) (15 U.S.C. 637).
	252.225-7001	Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
	252.225-7007	Buy American ActTrade AgreementsBalance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
X	252.225-7012	Preference for Certain Domestic Commodities.
		Preference for Domestic Specialty Metals (10 U.S.C. 2241
	252.225-7015	note).  Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
	252.225-7021	Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).
	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
	252.225-7029	Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
	252.225-7036	Buy American ActNorth American Free Trade Agreement Implementation ActBalance of Payments Program ( Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

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		Technical DataCommercial Items (10 U.S.C. 2320). Validation of Restrictive Markings on Technical Data (10
		U.S.C. 2321).
X	252.243-7002	Requests for Equitable Adjustment (10 U.S.C. 2410).
X	252.247-7023	Transportation of Supplies by Sea (Alternate I)
		(Alternate II) (10 U.S.C. 2631).
X	252.247-7024	Notification of Transportation of Supplies by Sea (10 U.S.C.
		2631).

(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (10
	U.S.C. 2241 note).
252.247-7023	Transportation of Supplies by Sea (10 U.S.C. 2631).
252.247-7024	Notification of Transportation of Supplies by Sea (10
	U.S.C. 2631).

# LIST OF DOCUMENTS, EXHIBITS, OR ATTACHMENTS

<u>NUMBER</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
Attachment 1	Statement of Work	8
Attachment 2	Department of Labor Wage Determination No 94-2565, Revision No. 11, dated 06/04/2000	8
Attachment 3	Quality Assurance SurveillancePlan (QASP)	2

NOTE: Attachment 3 shall be removed at the time of award.

THIS SECTION (ADDENDUM TO FAR 52.212-1, FAR 52.212-2, FAR 52.212-3, 52.219-1, AND DFARS 252.247-7022) IS FOR SOLICITATION PURPOSES ONLY. THEY WILL BE PHYSICALLY REMOVED FROM ANY RESULTANT AWARD, BUT WILL BE DEEMED TO BE INCORPORATED BY REFERENCE.

1. ADDENDUM TO FAR 52.212-1: INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS NOV 1999

Reference FAR 52.212-1, paragraphs (b) is hereby tailored as follows:

### PROPOSAL PREPARATION INSTRUCTIONS

- (a) Complete blocks 12,17, 23, 24, and 30 of the Standard Form 1449.
- (b) Insert proposed unit and extended prices in the Pricing Schedule for each contract line item, including all option periods.
- (c) Complete the necessary fill-ins and certifications in FAR 52.212-3, "Offeror Representations and Certifications Commercial Items". Offeror's Representations and Certifications shall be returned with the offeror's proposal in its entirety.
- (d) Acknowledgment of any solicitation amendments.
- (e) Past Performance Information. Provide references for same or similar type contracts completed in the past three (3) years. Provide any information currently available (letters, metrics, customer surveys, etc.) which demonstrates customer satisfaction with overall job performance and quality. Furnish the following information for each reference:
  - (i) Company/division name
  - (ii) Product/Service
  - (iii) Contracting Agency
  - (iv) Contract Number
  - (v) Contract Dollar Value
  - (vi) Period of Performance
  - (vii) Name, Address, FAX and telephone numbers, and E-mail addresses, of the contracting officer
  - (viii) Names of key personnel that interfaced with the contracting officer
  - (ix) Offeror performed contract as a prime or sub-contractor
  - (x) Comments regarding compliance with contract terms and conditions
  - (xi) Comments regarding any known performance deemed unacceptable to the customer, or not in accordance with contract terms and conditions.

# **2. FAR 52.212-2, Evaluation-Commercial Items (JAN 1999)** is hereby tailored as follows:

- **1. BASIS FOR CONTRACT AWARD:** This is a competitive best value acquisition in which competing offeror's past and present performance history will be evaluated on a basis approximately equal to cost or price consideration. The evaluation process shall proceed as follows:
  - a. Initially offers shall be ranked according to price, including option prices.
  - b. The Contracting Officer will seek past and present performance information from references to assess performance risk. The purpose of the past performance evaluation is to allow the Government to assess the offeror's ability to perform the effort described in this SOW, based on the offeror's demonstrated relevant present and past performance. The assessment process will result in an overall performance risk rating of exceptional, very good, satisfactory, neutral, marginal, or unsatisfactory. Past performance regarding predecessor companies, key personnel who have relevant experience, or sub-contractors that will perform major or critical aspects of the requirement will not be rated as highly as past performance information for the principal offeror. Offerors with no relevant past or present performance history shall receive the rating of "neutral"; meaning the rating is treated neither favorably nor unfavorably.
  - c. If the lowest evaluated price offer is judged to have an exceptional performance risk rating, that offer represents the best value for the Government and will be considered for award.
  - d. The Government reserves the right to award a contract to other than the lowest price offer if that offeror is judged to have a performance risk rating of "very good" or lower. In that event, the contracting officer shall make an integrated assessment best value award decision.

# 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS. (FEB 2000)

(a) *Definitions*. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern --

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

- (b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN) TIN:
TIN has been applied for.
TIN is not required because:
Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in
the United States;
Offeror is an agency or instrumentality of a foreign government;
Offeror is an agency or instrumentality of the Federal Government;
(4) Type of organization.
Sole proprietorship;
Partnership;
Corporate entity (not tax-exempt);
Corporate entity (tax-exempt);
Government entity (Federal, State, or local);
Foreign government;
International organization per 26 CFR 1.6049-4;
Other

(5) Common parent.  Offerer is not expend or controlled by a common parent.
Offeror is not owned or controlled by a common parent: Name and TIN of common parent:
Name
TIN
(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trus Territory of the Pacific Islands, or the District of Columbia. Check all that apply.  (1) Small business concern. The offeror represents as part of its offer that it is, is not a small business concern.
(2) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.  (3) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.  (4) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it is, a women-owned business concern.  (5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to
more than 50 percent of the contract price:  (6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]  (i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it is, is not an emerging small business.  (ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror
represents as follows:  (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts). (Check one of the following):

Number of Employees	Average Annual Gross Revenues
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(7) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

i) General. The offeror represents that either-
(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
B) Ithas, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
Gii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture hat complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

(d) Representations required to implement p (1) Previous contracts and compliance. The (i) It has, has not, particip subject either to the Equal Opportunity clau (ii) It has, has not, filed a (2) Affirmative Action Compliance. The offe (i) It has developed and has on file have on file, at each establishment, affirmat regulations of the Secretary of Labor (41 CF (ii) It has not previously had contra programs requirement of the rules and regular	offeror represents that pated in a previous contract or subcontract se of this solicitation; and all required compliance reports. ror represents that , has not developed and does not live action programs required by rules and R parts 60-1 and 60-2), or acts subject to the written affirmative action
	person for influencing or attempting to ncy, a Member of Congress, an officer or Member of Congress on his or her behalf in contract.  Se Program Certificate. (Applies only if the AR) 52.225-1, Buy American Act - Balance
(1) The offeror certifies that each end product this provision, is a domestic end product (as entitled "Buy American Act - Balance of Pa offeror has considered components of unknown manufactured outside the United States. The those end products manufactured in the United Products.	s defined in the clause of this solicitation yments ProgramSupplies") and that the own origin to have been mined, produced, or
(2) Foreign End Products:	
LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

- (1) Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- North American Free Trade Agreement Israeli Trade Act -- Balance of Payments Program, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act -- North American Free Trade Agreement Israeli Trade Act -- Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.
- (ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program":

NAFTA Country or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (2) Buy American Act-North American Free Trade Agreements-Israeli Trade Act-Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision: (g)(1)

(g)(1)	
· · ·	upplies are Canadian end products as defined
	y American Act-North American Free Trade
Agreement-Israeli Trade Act-Balance of Pay	ments Program":
Canadian End Products	
Line Item No.:	
[List as necessary]	
(3) Buy American Act-North American Free	•
Balance of Payments Program Certificate, A	
	solicitation, substitute the following paragraph
(g)(1)(ii) for paragraph (g)(1)(ii) of the basic	e provision:
(g)(1)(ii) The offeror certifies that the follow Israeli end products as defined in the clause ActNorth American Free Trade Agreement Program":  Canadian or Israeli End Products	of this solicitation entitled "Buy American
Line Item No.:	Country of Origin:

[List as necessary]

- (4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled ``Trade Agreements."

` '	products those end products that are not U.Smade, country, or NAFTA country end products.
Other End Products	country, or WAPTA country end products.
Line Item No.:	Country of Origin:
[List as necessary]	
•	
(iii) The Government will evaluate of	fers in accordance with the policies and procedures
	t to the Trade Agreements Act, the Government will
3	ted country, Caribbean Basin country, or NAFTA
	o the restrictions of the Buy American Act or the
Balance of Payments Program. The G	Sovernment will consider for award only offers of
	bean Basin country, or NAFTA country end
	er determines that there are no offers for such
-	oducts are insufficient to fulfill the requirements of
the solicitation.	
. , ,	nt, Suspension or Ineligibility for Award (Executive
	the best of its knowledge and belief, that
	ipals are, are not presently
	barment, or declared ineligible for the award of
contracts by any Federal agency, and	
(2) Have have not	, within a three-year period preceding this offer,
· ·	ment rendered against them for: commission of fraud
	ith obtaining, attempting to obtain, or performing a
	atract or subcontract; violation of Federal or state
	ission of offers; or commission of embezzlement,
theft, forgery, bribery, falsification or	destruction of records, making false statements, tax
evasion, or receiving stolen property;	and are, are not presently
•	or civilly charged by a Government entity with,
commission of any of these offenses.	

Alternate I (Oct 1998). As prescribed in 12.301(b)(2), add the following paragraph (c)(8)
to the basic provision:
(8) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or
(c)(7) of this provision.) [The offeror shall check the category in which its ownership
falls]:
Black American.
Hispanic American.
Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia,
Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea),
Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of
Palau), Republic of the Marshall Islands, Federated States of Micronesia, the
Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong,
Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
Subcontinent Asian (Asian-Indian) American (persons with origins from India,
Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
Individual/concern, other than one of the preceding.
Alternate II (Oct 1998). As prescribed in 12.301(b)(2), add the following paragraph
(c)(7)(iii) to the basic provision:
(iii) Address. The offeror represents that its addressis, is not in a region
for which a small disadvantaged business procurement mechanism is authorized and its
address has not changed since its certification as a small disadvantaged business concern
or submission of its application for certification. The list of authorized small
disadvantaged business procurement mechanisms and regions is posted at
http://www.arnet.gov/References/sdbadjustments.htm. The offeror shall use the list in
effect on the date of this solicitation. "Address," as used in this provision, means the
address of the offeror as listed on the Small Business Administration's register of small
disadvantaged business concerns or the address on the completed application that the
concern has submitted to the Small Business Administration or a Private Certifier in
accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the
address of the small disadvantaged business concern that is participating in the joint
venture.
Alternate III (Jan 1999). As prescribed in 12.301(b)(2), add the following paragraph
(*

(9) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as

(c)(9) to the basic provision:

part of its offer that-

(i) It is, is not a HUBZone small business concern listed, on the date of
this representation, on the List of Qualified HUBZone Small Business Concerns
Maintained by the Small Business Administration, and no material change in ownership
and control, principal place of ownership, or HUBZone employee percentage has
occurred since it was certified by the Small Business Administration in accordance with
13 CFR part 126; and
(ii) It is, is not a joint venture that complies with the requirements of 13
CFR part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate
for the HUBZone small business concern or concerns that are participating on the joint
venture. [The offeror shall enter the name or names of the HUBZone small business
concern or concerns that are participating in the joint venture:
] Each HUBZone small business concern participating in
the joint venture shall submit a separate signed copy of the HUBZone representation.
252.212-7000 Offeror Representations and CertificationsCommercial Items (NOV
1995)
(a) Definitions. As used in this clause-
(1) "Foreign person" means any person other than a United States person as
defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C.
App. Sec. 2415).
(2) "United States person" is defined in Section 16(2) of the Export
Administration Act of 1979 and means any United States resident or national
(other than an individual resident outside the United States and employed by
other than a United States person), any domestic concern (including any
permanent domestic establishment of any foreign concern), and any foreign
subsidiary or affiliate (including any permanent foreign establishment) of any
domestic concern which is controlled in fact by such domestic concern, as
determined under regulations of the President.
(b) <i>Certification</i> . By submitting this offer, the Offeror, if a foreign person,
company or entity, certifies that it-
(1) Does not comply with the Secondary Arab Boycott of Israel; and
(2) Is not taking or knowingly agreeing to take any action, with respect to the
Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec.
2407(a) prohibits a United States person from taking.
(c) Representation of Extent of Transportation by Sea. (This representation does
not apply to solicitations for the direct purchase of ocean transportation services).
(1) The Offeror shall indicate by checking the appropriate blank in paragraph
(c)(2) of this provision whether transportation of supplies by sea is anticipated
under the resultant contract. The term "supplies" is defined in the
Transportation of Supplies by Sea clause of this solicitation.
(2) <u>Representation</u> . The Offeror represents that it-
Does anticipate that supplies will be transported by sea in the
performance of any contract or subcontract resulting from this solicitation.
·

\_\_\_\_\_Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition

Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

### **52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a requirements contract resulting from this solicitation.

### **52.233-2 SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

92 CONS/LGCA 110 W. Ent St., Suite 110 Fairchild AFB, WA. 99011-9403

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

### 52.237-1 -- Site Visit (Apr 1984)

A site visit is schedule for <u>20 September 2000 at 9:00 A.M. local</u>. Offerors should be at the following location to view the work site and present any pertinent questions.

Contracting Office Building 2451A 110 West Ent Street, Suite 200 Fairchild AFB, Washington

<u>Communications</u> Communications such as request for clarification and/or information concerning this solicitation shall be submitted in writing to the following address:

92 CONS/LGCA ATTN: SSGT TODD E. WRIGHT 110 W. Ent Street, Suite 200 Fairchild AFB, Washington, 99011-9403 E-mail at todd.wright@fairchild.af.mil

# 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

- (a) Definitions. As used in this provision-
  - (1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
  - (2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.
  - (3) "Significant interest" means-
    - (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
    - (ii) Holding a management position in the firm, such as a director or officer;
    - (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
    - (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
    - (v) Holding 50 percent or more of the indebtedness of a firm.
  - (b) *Prohibition on award*. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.
  - (c) *Disclosure*. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-
    - (1) Identification of each government holding a significant interest; and
    - (2) A description of the significant interest held by each government.

### STATEMENT OF WORK Snow and Ice Removal Fairchild AFB WA

- 1. <u>Description of Services.</u> The contractor shall perform snow and ice removal from parking lots, streets, and sidewalks located on Fairchild AFB and Geiger Heights housing area in accordance with all Federal, State, local, and commercial standards and this Statement of Work (SOW).
- 1.1. Upon notification from the Horizontal Control Section (Snow Control), the contractor shall remove snow and ice from areas identified in Appendix A of this SOW. The contractor shall notify Snow Control upon arrival to the base and housing area, and at completion of work.
- 1.2. The contractor shall remove snow to within 1/4 inch of the paved surface. The contractor shall not plow snow to obstruct parked vehicles, fire hydrants, refuse dumpsters, obstacles (i.e. water valves), parking lot entrances, exits, or intersections. Parking lots are to be cleared so that at least 90 percent of parking spaces are clear. In the event of an obstacle (i.e. excessive amounts of vehicles), the contractor shall notify Snow Control. The contractor shall push snow/ice to the edges of the parking lots on main base and from the authorized parking side to the "no parking side" in the housing area. The Contractor will not be required to haul snow or ice from any area.
  - 1.3. All snow removal vehicles shall have an operational flashing beacon when in use.

### 2. Service Delivery Summary (SDS).

Performance Objective	SOW Paragraph	Performance Threshold
Snow and ice is removed from	1 & Appendices A and B	No more than 3 valid
all parking lots and housing		customer complaints per
streets in accordance with		month.
commercial standards and this		
SOW.		
Snow and ice is removed from	1 & Appendices A and B	No more than 1 customer
all facility sidewalks in		complaint per month.
accordance with commercial		
standards and this SOW.		
Snow and ice is removed from	1 & Appendices A and B	No more than 2 customer
all housing community areas in		complaints per month.
accordance with commercial		
standards and this SOW.		

### 3. Government-Furnished Property and Services.

- 3.1. The government will provide staging areas (see Appendix B) on the main base and in Geiger Heights housing area where the contractor can store equipment for use in the performance of this SOW.
- 3.2. Maintenance on the equipment involving petroleum or regulated substances is not allowed in the staging areas. Minor maintenance, (i.e. changing tires, replacing belts) will be permitted. Area cleanup is the responsibility of the contractor.
- 3.3. Any damage to government or private property or equipment will be repaired or replaced by the contractor at no additional cost to the government. In the event of damage, the contractor shall contact the Contracting Officer the next duty day.
- 4. <u>Hours of Operation.</u> Normal snow removal hours shall be from 6:00 p.m. to 6:00 a.m. Work outside these hours requires prior approval of Snow Control.
- 4.1.**Call Procedures:** Snow Control will place a call to the contractor to order services under this contract. For calls placed prior to 4:00 p.m., the contractor shall respond in sufficient time to ensure all areas in Appendix A are completed within the normal hours of operation specified in paragraph 4 above. For calls placed after 4:00 p.m., Snow Control shall provide the contractor with a prioritized list of areas in Appendix A to be completed within the hours of operation. The contractor will not be required to complete all areas on the prioritized list, if the call is placed after 4:00 p.m., and will notify Snow Control which areas were not completed.
- 4.2. **Performance of Services During Crisis Declared by the National Command Authority. IAW DoDI 3020.37** (Continuation of Essential DoD Contractor Services During a Crisis), and aforementioned Air Force implementation, unless otherwise directed by an authorized Government representative, it is determined that all services identified in this SOW are essential for performance during a crisis.

### 5. Appendices.

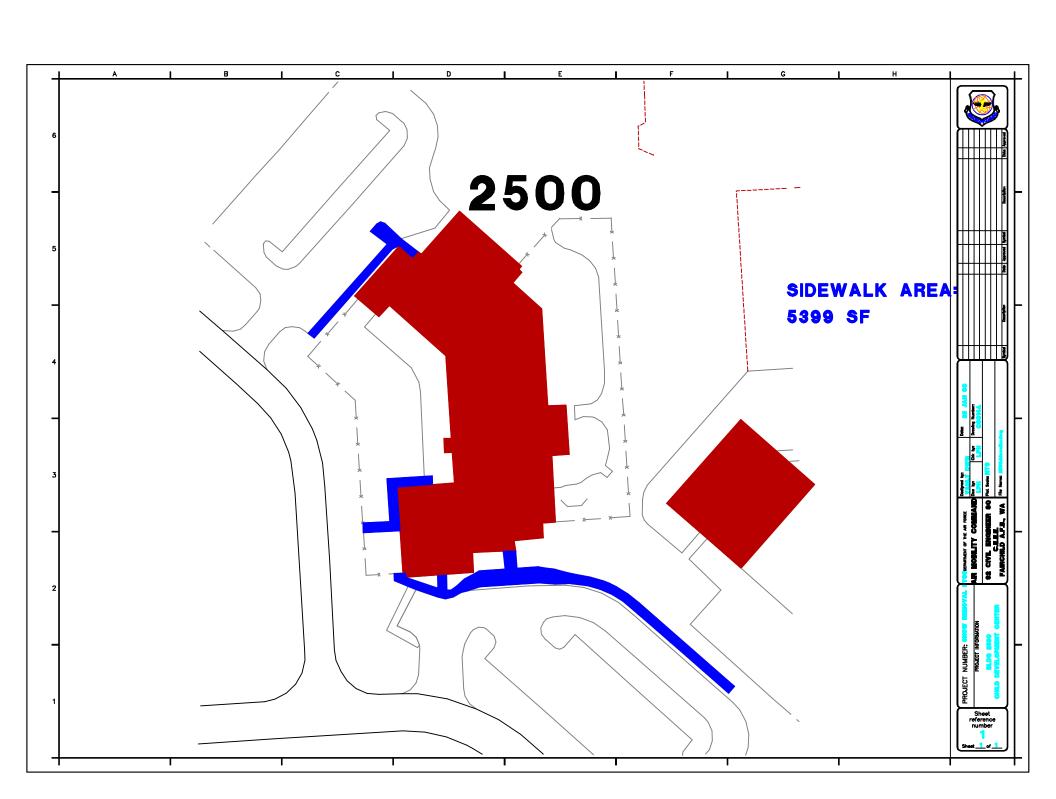
- A. Workload Data
- **B.** Drawings

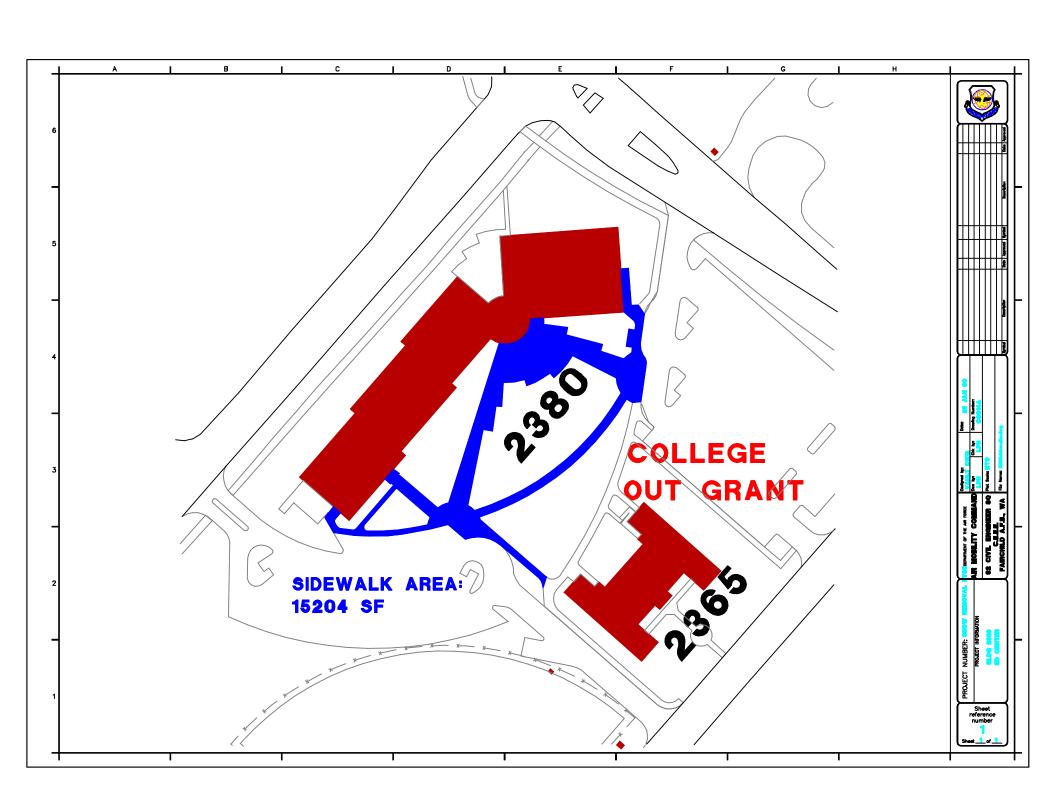
# APPENDIX A

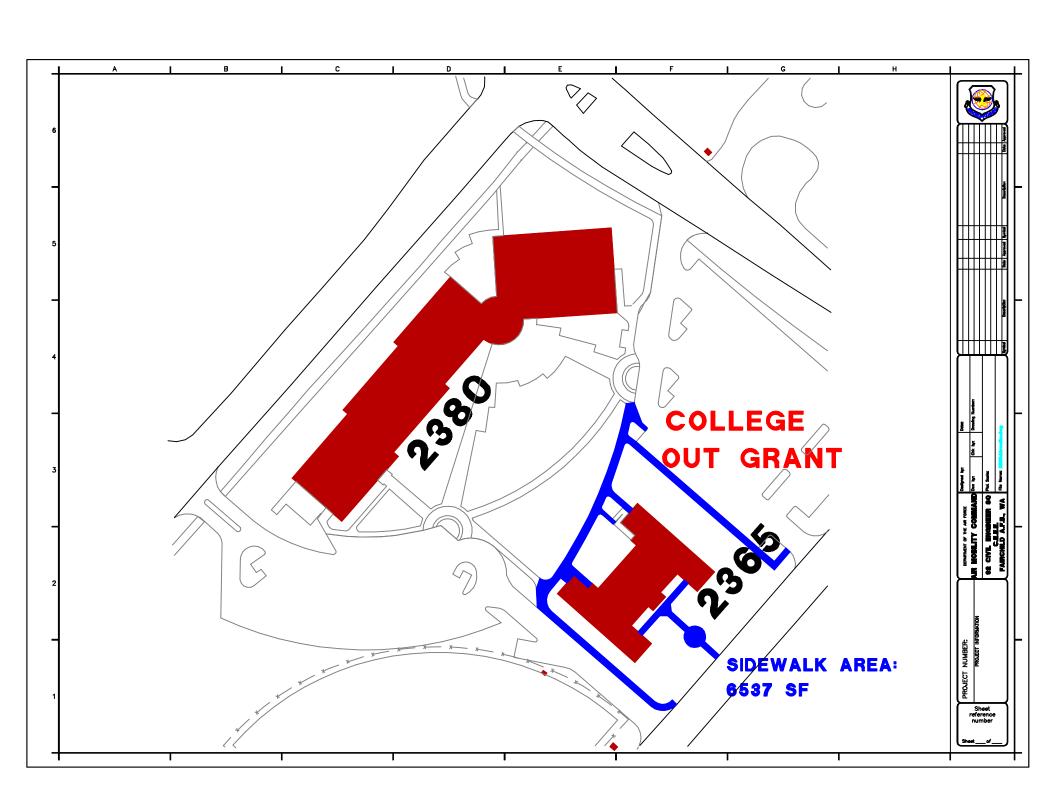
### Workload Data

The yearly average snowfall at Fairchild AFB is approximately 32.7 inches. This data was comprised of the snowfall received from 1997-1999.

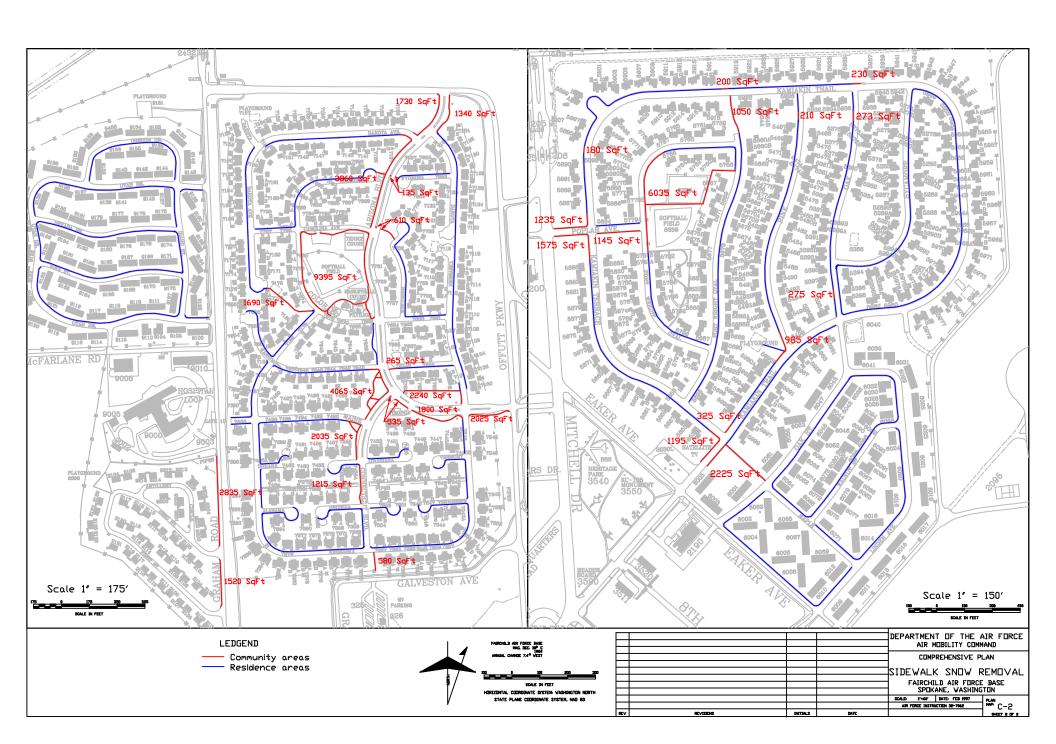
LOCATION	ESTIMATED SQUARE FOOTAGE	
PARKING		
Commissary Parking Lot	200,000	
Base Exchange Parking Lot	210,000	
Bldg 2249, Base Gym	27,200	
Bldg 2248, Horseshoe	53,100	
Bldg 2071, Security Police	124,900	
Bldg 2140, Command Post	133,950	
Bldg 2097, Squad Operations	62,000	
Bldg 2005, Squad Operations	134,400	
Bldg 2500, Child Development Center	67,200	
Bldg 2060, Operations Support Squadron	38,400	
Bldg 2007, Squad Operations	130,500	
Bldg 2451, Civil Engineering	47,600	
Bldg 2380, Education Center	76,122	
Bldg 2090, Squad Operations	155,232	
Bldg 2190, Military Family Housing	27,232	
Office		
GEIGER HOUSIN	G STREETS	
Armstrong Street	44,360	
Smith Drive	30,628	
Burnes Place	28,730	
Fanazick Drive	25,584	
John Gay	91,256	
Mitchell Place	4,680	
Eichenburger Place	18,460	
Wortman Place	19,760	
Harder Place	18,304	
Malmstrom Drive	68,016	
FACILITY SIDEWALKS		
Bldg 644, Airman Leadership School	1,240	
Bldg 2500, Child Development Center	5,399	
Bldg 2380, Education Center & Library	15,204	
Bldg 2365, Family Support Center	6,537	
Bldg 2048, Flight Simulator	2,248	
COMMUNITY AREAS		
Geiger Heights	20,601	
Main Base	55,013	













### WAGE DETERMINATION NO: 94-2565 REV (11) AREA: WA, SPOKANE

WAGE DETERMINATION NO: 94-2565 REV (11) AREA: WA, SPOKANE

REGISTER OF WAGE DETERMINATIONS UNDER U.S. DEPARTMENT OF LABOR

\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*

WASHINGTON D.C. 20210

Wage Determination No.: 1994-2565

William W.Gross Division of Revision No.: 11

Director Wage Determinations Date Of Last Revision: 06/04/2000

State: Washington

Area: Washington Counties of Adams, Asotin, Chelan, Columbia, Douglas, Ferry, Garfie

Grant, Kittitas, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, Whitman

OCCUPATION TITLE  Mortician School Crossing Guard (Crosswalk Attendant)  Administrative Support and Clerical Occupations Accounting Clerk I  Accounting Clerk III  Accounting Clerk IVI  Court Reporter Dispatcher, Motor Vehicle Document Preparation Clerk	16.57 6.79 7.95 8.16 10.27 11.78 10.40 8.51 9.85
School Crossing Guard (Crosswalk Attendant) Administrative Support and Clerical Occupations Accounting Clerk I Accounting Clerk II Accounting Clerk III Accounting Clerk IV Court Reporter Dispatcher, Motor Vehicle	7.95 8.16 10.27 11.78 10.40 8.51 9.85
Administrative Support and Clerical Occupations Accounting Clerk I Accounting Clerk III Accounting Clerk IV Court Reporter Dispatcher, Motor Vehicle	7.95 8.16 10.27 11.78 10.40 8.51 9.85
Accounting Clerk I Accounting Clerk II Accounting Clerk III Accounting Clerk IV Court Reporter Dispatcher, Motor Vehicle	8.16 10.27 11.78 10.40 8.51 9.85
Accounting Clerk II Accounting Clerk III Accounting Clerk IV Court Reporter Dispatcher, Motor Vehicle	8.16 10.27 11.78 10.40 8.51 9.85
Accounting Clerk III Accounting Clerk IV Court Reporter Dispatcher, Motor Vehicle	10.27 11.78 10.40 8.51 9.85
Accounting Clerk IV Court Reporter Dispatcher, Motor Vehicle	11.78 10.40 8.51 9.85
Court Reporter Dispatcher, Motor Vehicle	10.40 8.51 9.85
Dispatcher, Motor Vehicle	8.51 9.85
	9.85
Document Preparation Clark	
	0.05
Duplicating Machine Operator	9.85
Film/Tape Librarian	9.33
General Clerk I	5.97
General Clerk II	6.73
General Clerk III	9.85
General Clerk IV	11.06
Housing Referral Assistant	12.04
Key Entry Operator I	8.18
Key Entry Operator II	10.60
Messenger (Courier)	5.97
Order Clerk I	7.95
Order Clerk II	10.27
Personnel Assistant (Employment) I	8.30
Personnel Assistant (Employment) II	9.33
Personnel Assistant (Employment) III	10.40
Personnel Assistant (Employment) IV	12.04
Production Control Clerk	12.30
Rental Clerk	9.33
Scheduler, Maintenance	9.33
Secretary I	9.33
Secretary II	10.40
Secretary III	12.04
Secretary IV	14.83
Secretary V	15.95
Service Order Dispatcher	11.57
Stenographer I	9.19
Stenographer II	10.22

BRS Document Viewer	Page 2 of 8
	Attachment 2
Supply Technician	12.56
Survey Worker (Interviewer)	10.40
Switchboard Operator-Receptionist	8.05
Test Examiner	10.40
Test Proctor Travel Clerk I	10.40
Travel Clerk II	8.77
Travel Clerk III	9.22 9.87
Word Processor I	8.99
Word Processor II	10.09
Word Processor III	11.27
Automatic Data Processing Occupations	
Computer Data Librarian	8.92
Computer Operator I	8.71
Computer Operator II	10.46
Computer Operator III	12.63
Computer Operator IV Computer Operator V	14.02
Computer Programmer I (1)	15.53 11.56
Computer Programmer II (1)	14.38
Computer Programmer III (1)	17.12
Computer Programmer IV (1)	20.70
Computer Systems Analyst I (1)	18.07
Computer Systems Analyst II (1)	20.93
Computer Systems Analyst III (1)	24.33
Peripheral Equipment Operator	10.59
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	16.48
Automotive Glass Installer Automotive Worker	15.16
Electrician, Automotive	15.16 16.48
Mobile Equipment Servicer	14.33
Motor Equipment Metal Mechanic	16.48
Motor Equipment Metal Worker	15.16
Motor Vehicle Mechanic	16.57
Motor Vehicle Mechanic Helper	13.02
Motor Vehicle Upholstery Worker	14.33
Motor Vehicle Wrecker	15.16
Painter, Automotive	15.81
Radiator Repair Specialist Tire Repairer	15.16
Transmission Repair Specialist	13.21 16.48
Food Preparation and Service Occupations	10.40
Baker	8.89
Cook I	7.73
Cook II	8.89
Dishwasher	6.79
Food Service Worker	6.79
Meat Cutter	8.89
Waiter/Waitress	7.11
Furniture Maintenance and Repair Occupations Electrostatic Spray Painter	15 01
Furniture Handler	15.81 12.67
Furniture Refinisher	15.81
Furniture Refinisher Helper	13.02
Furniture Repairer, Minor	14.33
Upholsterer	15.81
General Services and Support Occupations	
Cleaner, Vehicles	6.79
Elevator Operator	6.79
Gardener	6.79
House Keeping Aid I House Keeping Aid II	6.79
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	Attachment
Janitor	6.79
Laborer, Grounds Maintenance Maid or Houseman	6.88
Pest Controller	6.45 7.96
Refuse Collector	6.79
Tractor Operator	8.15
Window Cleaner	7.11
Health Occupations	, , , , ,
Dental Assistant	10.93
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
Licensed Practical Nurse I	8.71
Licensed Practical Nurse II	9.77
Licensed Practical Nurse III	10.93
Medical Assistant	9.77
Medical Laboratory Technician Medical Record Clerk	9.77
Medical Record Technician	9.77
Nursing Assistant I	13.54 7.10
Nursing Assistant II	7.10
Nursing Assistant III	8.71
Nursing Assistant IV	9.77
Pharmacy Technician	12.19
Phlebotomist	9.77
Registered Nurse I	13.54
Registered Nurse II	16.57
Registered Nurse II, Specialist	16.57
Registered Nurse III	20.05
Registered Nurse III, Anesthetist Registered Nurse IV	20.05
Information and Arts Occupations	24.02
Audiovisual Librarian	14.29
Exhibits Specialist I	12.09
Exhibits Specialist II	14.98
Exhibits Specialist III	18.27
Illustrator I	12.09
Illustrator II	14.98
Illustrator III	18.27
Librarian	15.95
Library Technician Photographer I	10.40
Photographer II	11.34
Photographer III	12.69 14.98
Photographer IV	18.27
Photographer V	22.17
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.11
Counter Attendant	7.11
Dry Cleaner	8.35
Finisher, Flatwork, Machine	7.11
Presser, Hand Presser, Machine, Drycleaning	7.11
Presser, Machine, Shirts	7.11
Presser, Machine, Wearing Apparel, Laundry	7.11 7.11
Sewing Machine Operator	8.93
Tailor	9.50
Washer, Machine	7.45
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	15.81
Tool and Die Maker	18.62
Material Handling and Packing Occupations	
Forklift Operator Fuel Distribution System Operator	13.30
Material Coordinator	14.29 13.66
	77.00

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	Attachment
Material Expediter	13.66
Material Handling Laborer	10.00
Order Filler	12.83
Production Line Worker (Food Processing)	12.03
Shipping Packer	11.34
Shipping/Receiving Clerk	11.34
Stock Clerk (Shelf Stocker; Store Worker II)	12.34
Store Worker I	10.63
Tools and Parts Attendant	12.67
Warehouse Specialist	12.03
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	16.48
Aircraft Mechanic Helper	13.02
Aircraft Quality Control Inspector	17.14
Aircraft Servicer	14.33
Aircraft Worker	15.16
Appliance Mechanic	15.81
Bicycle Repairer	13.21
Cable Splicer	16.48
Carpenter, Maintenance	15.81
Carpet Layer	15.16
Electrician, Maintenance	19.01
Electronics Technician, Maintenance I	15.53
Electronics Technician, Maintenance II	16.95
Electronics Technician, Maintenance III	17.72
Fabric Worker	14.33
Fire Alarm System Mechanic	16.48
Fire Extinguisher Repairer	13.77
Fuel Distribution System Mechanic	16.48
General Maintenance Worker	15.16
Heating, Refrigeration and Air Conditioning Mechanic	16.48
Heavy Equipment Mechanic	16.48
Heavy Equipment Operator	15.66
Instrument Mechanic	16.48
Laborer	6.79
Locksmith	15.81
Machinery Maintenance Mechanic	16.48
Machinist, Maintenance	16.48
Maintenance Trades Helper	13.02
Millwright	16.48
Office Appliance Repairer	16.48
Painter, Aircraft	15.81
Painter, Maintenance	15.81
Pipefitter, Maintenance	16.48
Plumber, Maintenance	15.81
Pneudraulic Systems Mechanic	16.48
Rigger	16.48
Scale Mechanic	15.16
Sheet-Metal Worker, Maintenance	16.48
Small Engine Mechanic Telecommunication Mechanic I	15.16
Telecommunication Mechanic II	16.48
	17.14
Telephone Lineman	16.48
Welder, Combination, Maintenance Well Driller	16.48
Woodcraft Worker	16.48
Woodworker	16.48
Miscellaneous Occupations	14.29
Animal Caretaker	7 40
Carnival Equipment Operator	7.42
Carnival Equipment Repairer	8.14
Carnival Worker	8.57 6.79
Desk Clerk	9.01
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	Attachment 2
Embalmer	16.50
Lifeguard	16.57
Park Attendant (Aide)	8.05
	10.14
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.05
Recreation Specialist	12.48
Recycling Worker	7.73
Sales Clerk	8.05
Sport Official	8.05
Survey Party Chief (Chief of Party)	16.09
Surveying Aide	8.87
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.14
Swimming Pool Operator	7.42
Vending Machine Attendant	7.73
Vending Machine Repairer	8.89
Vending Machine Repairer Helper	7.73
Personal Needs Occupations	
Child Care Attendant	9.01
Child Care Center Clerk	11.27
Chore Aid	6.45
Homemaker	12.48
Plant and System Operation Occupations	
Boiler Tender	16.48
Sewage Plant Operator	15.81
Stationary Engineer	16.48
Ventilation Equipment Tender	13.02
Water Treatment Plant Operator	15.81
Protective Service Occupations	
Alarm Monitor	10.92
Corrections Officer	18.00
Court Security Officer	19.14
Detention Officer	18.00
Firefighter	18.02
Guard I	6.90
Guard II	10.92
Police Officer	21.40
Stevedoring/Longshoremen Occupations	22.10
Blocker and Bracer	14.00
Hatch Tender	14.00
Line Handler	14.00
Stevedore I	13.35
Stevedore II	14.67
Technical Occupations	14.07
Air Traffic Control Specialist, Center (2)	26.07
Air Traffic Control Specialist, Station (2)	17.98
Air Traffic Control Specialist, Terminal (2)	19.79
Archeological Technician I	10.81
Archeological Technician II	12.12
Archeological Technician III	14.98
Cartographic Technician	14.98
Cashier	
Civil Engineering Technician	7.41
Computer Based Training (CBT) Specialist/ Instructor	14.98
Drafter I	18.07
Drafter II	9.64
	10.76
Drafter III	12.09
Drafter IV	14.98
Engineering Technician I	9.64
Engineering Technician II	10.76
Engineering Technician III	12.09
Engineering Technician IV	14.98
Engineering Technician V	18.27
Engineering Technician VI	22.17
Environmental Technician	14.02

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	Attachment
Flight Simulator/Instructor (Pilot)	20.93
Graphic Artist	18.07
Instructor	15.72
Laboratory Technician	12.63
Mathematical Technician	14.98
Paralegal/Legal Assistant I	10.40
Paralegal/Legal Assistant II	14.83
Paralegal/Legal Assistant III	18.09
Paralegal/Legal Assistant IV	21.95
Photooptics Technician	14.98
Technical Writer	15.72
Unexploded (UXO) Safety Escort	16.57
Unexploded (UXO) Sweep Personnel	16.57
Unexploded Ordnance (UXO) Technician I	16.57
Unexploded Ordnance (UXO) Technician II	20.05
Unexploded Ordnance (UXO) Technician III	24.02
Weather Observer, Combined Upper Air and Surface Programs (3)	12.63
Weather Observer, Senior (3)	14.04
Weather Observer, Upper Air (3)	12.63
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	14.29
Parking and Lot Attendant	7.10
Shuttle Bus Driver	9.47
Taxi Driver	8.52
Truckdriver, Heavy Truck	16.95
Truckdriver, Light Truck	8.98
Truckdriver, Medium Truck	14.29
Truckdriver, Tractor-Trailer	16.95

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$1.92 an hour or \$76.80 a week or \$332.80 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or success weeks after 5 years, and 4 weeks after 15 years. Length of service includes the who of continuous service with the present contractor or successor, wherever employed, at the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther Ki Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Co Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substituany of the named holidays another day off with pay in accordance with a plan communito the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, oprofessional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. rate of basic pay plus a night pay differential amounting to 10 percent of the rate basic pay.
- 3) WEATHER OBSERVERS NIGHT PAY & SUNDAY PAY: If you work at night as part of a 1 tour of duty, you will earn a night differential and receive an additional 10% of be for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours week) and Sunday is part of your regularly scheduled workweek, you are paid at your basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday we which is not overtime (i.e. occasional work on Sunday outside the normal tour of dut considered overtime work).

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (eith the terms of the Government contract, by the employer, by the state or local law, et the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) uniforms is an expense that may not be borne by an employee where such cost reduces hourly rate below that required by the wage determination. The Department of Labor v accept payment in accordance with the following standards as compliance:

Attachment 2

The contractor or subcontractor is required to furnish all employees with an adequat number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsit of the employee, all contractors and subcontractors subject to this wage determinations shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual a reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per weak \$.67 cents per day). However, in those instances where the uniforms furnished are rowash and wear materials, may be routinely washed and dried with other personal gain and do not require any special treatment such as dry cleaning, daily washing, or cor laundering in order to meet the cleanliness or appearance standards set by the terms Government contract, by the contractor, by law, or by the nature of the work, there requirement that employees be reimbursed for uniform maintenance costs.

#### \*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

### Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by Third Supplement, dated March 1997, unless otherwise indicated. This publication may obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 2040 Copies of specific job descriptions may also be obtained from the appropriate contractions.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), classified by the contractor so as to provide a reasonable relationship (i.e., approper level of skill comparison) between such unlisted classifications and the classificat listed in the wage determination. Such conformed classes of employees shall be paid monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract we such unlisted class(es) of employees. The conformed classification, wage rate, and, fringe benefits shall be retroactive to the commencement date of the contract. {See 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separated should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupa and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proclassification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), inclinformation regarding the agreement or disagreement of the authorized representative employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later that days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report action, together with the agency's recommendations and pertinent information including position of the contractor and the employees, to the Wage and Hour Division, Employr Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disathe action via transmittal to the agency contracting officer, or notifies the contraction officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupat (the Directory) should be used to compare job definitions to insure that duties requare not performed by a classification already listed in the wage determination. Reruit is not the job title, but the required tasks that determine whether a class is in

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Attachment 2

in an established wage determination. Conformances may not be used to artificially combine, or subdivide classifications listed in the wage determination. 333333333



# QUALITY ASSURANCE SURVEILLANCE PLAN (QASP) FOR SNOW REMOVAL SERVICES

### **INTRODUCTION:**

This Quality Assurance Surveillance Plan (QASP) has been designed to provide Quality Assurance Personnel (QAP) an effective and systematic method to inspect services required in the Statement of Work and appendices. This plan provides the level of performance expectations and how the Air Force will confirm the services are provided.

The QAP will surveil critical services listed in the Statement of Work (SOW) that are performed by the Contractor, either as customer complaint, random sampling, or checklist. Customer Complaint Training via widespread media (i.e. base newspaper, base bulletin) will be provided to all base personnel prior to the contract performance period. The QAP will ensure the Contractor is following the SOW, commercial practices, Federal, State, and local rules and regulations. Re-performance of unacceptable services at no additional cost is the preferred course of action when appropriate.

\*

**PERFORMANCE OBJECTIVE.** Snow and ice is removed from all parking lots and streets in accordance with commercial standards and the requirements of the SOW.

**PERFORMANCE THRESHOLD.** No more than 3 valid customer complaints per month.

**METHOD OF SURVEILLANCE:** Customer Complaint and Checklist

**PROCEDURES:** Any base personnel that observe unacceptable services, either incomplete or not performed should immediately contact the QAP by telephone, email, or letter. The QAP will receive, document, and validate all customer complaints and provide them to the contractor for action. All valid customer complaints shall be reperformed as soon as possible after notification, but prior to the next service period. If the contractor challenges the validity of the complaint and the QAP and contractor cannot come to agreement, the customer complaint will be forwarded to the Contracting Officer (CO) for resolution. Utilizing an internal checklist, contractor response will be tracked for compliance with SOW requirements. If response time is not met, the QAP will issue a customer complaint identifying the defect.

<u>PERFORMANCE OBJECTIVE.</u> Snow and ice is removed from all facility sidewalks in accordance with commercial standards and the requirements of the SOW.

**PERFORMANCE THRESHOLD.** No more than 1 valid customer complaints per month.

### METHOD OF SURVEILLANCE. Customer Complaint

**PROCEDURES.** Any base personnel that observe unacceptable services, either incomplete or not performed should immediately contact the QAP by telephone, email, or letter. The QAP will receive, document, and validate all customer complaints and provide them to the contractor for action. All valid customer complaints shall be reperformed as soon as possible after notification, but prior to the next service period. If the contractor challenges the validity of the complaint and the QAP and contractor cannot come to agreement, the customer complaint will be forwarded to the Contracting Officer (CO) for resolution.

**PERFORMANCE OBJECTIVE.** Snow and ice is removed from all housing community areas in accordance with commercial standards and the requirements of the SOW.

**PERFORMANCE THRESHOLD.** No more than 2 valid customer complaints per month.

**METHOD OF SURVEILLANCE.** Customer Complaint and Random Sampling

**PROCEDURES.** Any base personnel that observe unacceptable services, either incomplete or not performed should immediately contact the QAP by telephone, email, or letter. The QAP will receive, document, and validate all customer complaints and provide them to the contractor for action.

Utilizing a computer generated random number program, the QAP will select 15% of all housing community sidewalks areas for inspection after each snow and ice removal. If during inspection, the QAP denotes a deficiency, a customer complaint will be provided to the contractor for review and correction.

All valid customer complaints shall be re-performed as soon as possible after notification, but prior to the next service period. If the contractor challenges the validity of the complaint and the QAP and contractor cannot come to agreement, the customer complaint will be forwarded to the Contracting Officer (CO) for resolution. Customer complaints will be tracked and if the performance threshold is exceeded, action will be taken by the Contracting Officer in accordance with FAR 52.212-4, Contract Terms and Conditions – Commercial Items.